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Co. (Tex. Civ. App.), 168 S. W. 456; *Bell* v. *Birmingham* (Ala. App.), 62 So. 971; *Williamson* v. *Smith,* 1 Cold. (Tenn.) 1, 78 Am. Dec. 478; *Poorman* v. *Mills,* 39 Cal. 345. It should be noted, however, that in none of the cases here cited, nor in any other which the writer has found, was the sweeping statement of the doctrine as to marginal figures at all necessary to the decision, since in each case the only point actually to be decided was that the marginal figures are controlled by the written words in the body of the instrument. Furthermore, the reason supporting the doctrine that marginal figures form no part of the instrument is not clear, in view of the extensive use of such figures, and especially in view of the provision in section 17 of the Negotiable Instruments Law permitting a reference to the figures in case of ambiguity or uncertainty. With reference to marginal memoranda below the signatures there is a sharp conflict of authority. In support of the view that such memoranda constitute a part of the note, see *Benedict* v. *Cowden,* 49 N. Y. 396 (with an especially good discussion by Mr. Justice Allen); *Van Zandt* v. *Hopkins,* 151 Ill. 248; *Black* v. *Epstein,* 93 Mo. App. 459; *National Bank of Commerce* v. *Feeney, supra; Specht* v. *Beindorf,* 56 Neb. 553 (though it is not clear in this case whether the provision was written into the note above or below the signature). In support of the apparent holding of the instant case that such memoranda do not constitute a part of the note, see *Fisk* v. *McNeal,* 23 Neb. 726; *Danforth* v. *Sterman* (Ia.), 145 N. W. 485; *Becker* v. *Hofsommer,* 186 Ill. App. 553. On the whole, it would seem that the cases taking the latter view are forced to indulge in technical distinctions that lead to confusion without offering a better method of getting at the real intention of the parties. If memoranda on the back of the note at the time of execution are to be considered a part of it, it is hard to see why the same interpretation should not apply to memoranda on the face of the instrument.

COMMERCE—FEDERAL EMPLOYERS' LIABILITY ACT—PERSONS SUBJECT—"INTERSTATE COMMERCE".—Plaintiff was employed by an interurban electric railway, operated wholly within the state, which received freight shipped to and from other states and transported it under through bills of lading. He was a member of a crew engaged in bonding, or cleaning the ends of the rails and connecting them by wiring, and was injured in boarding a car on which the crew rode. *Held,* that he was engaged in "interstate commerce" within the EMPLOYERS' LIABILITY ACT, April 22, 1908, c. 149, 35 Stat. 65, (U. S. Comp. St. 1913, secs. 8657-8665). *Cholerton* v. *Detroit, J. & C. Ry.* (Mich., 1917), 165 N. W. 606.

There is great conflict and contradiction among the authorities upon the question of when an employee of a common carrier is or is not working under the provisions of the federal act above referred to. It has frequently been held that, a carrier which is a link in a through line of road by which freight is carried into other states is engaged in the business of "interstate commerce," though its lines may be wholly within one state. *In re Charge to Grand Jury,* 62 Fed. 828; *U. S.* v. *Standard Oil Co.,* 155 Fed. 305; *Houston Direct Navigation Co.* v. *Ins. Co. of North America,* 89 Tex. 1; *Norfolk & W. R. R. Co.* v. *Commonwealth,* 114 Pa. 256. It has also been held that

the work of keeping the instrumentalities used by the carrier in the conduct of interstate commerce (its cars, engines, appliances, machinery, roadbed, track, and other equipment,) in a proper state of repair, while thus used, is so closely related to such commerce as to be in practice and in legal contemplation a part of it; that, whatever work is a part of the interstate commerce in which the carrier is engaged is interstate commerce under the statute, and the work of repairing and maintaining the instrumentalities engaged in interstate commerce is such work; that the fact that the instrumentality may be used in both interstate and intrastate commerce does not prevent the employment of those engaged in its repair, or in keeping it in suitable condition for use, from being an employment in interstate commerce. *Pedersen* v. *Del. etc. R. Co.*, 229 U. S. 146; *Zikos* v. *Oregon R. & Nav. Co.*, 179 Fed. 893; *Eng.* v. *So. Pac. Co.*, 210 Fed. 92; *Montgomery* v. *So. Pac. Co.*, 64 Or. 597; *Holmberg* v. *Lake Shore, etc. Ry. Co.*, 188 Mich. 605. It was on the basis of such reasoning as the above that the court in the instant case came to the conclusion that, being an adjunct to interstate commerce, a means effectuating the passage thereof, the plaintiff was engaged in "interstate commerce" within the meaning of the EMPLOYERS' LIABILITY ACT. See extended notes in 47 L. R. A. (N. S.) 52, *et seq.* and L. R. A. 1915 C, 60, *et seq.*

CONSTITUTIONAL LAW—"BONE DRY" ACT.—Plaintiff was arrested and held in custody solely because charged with having in his possession a bottle of whiskey, for his own use and benefit, within a prohibition district in the state of Idaho, in violation of an Idaho statute (Session Laws of Idaho, 1915, ch. 11), providing that no person shall have in his possession in a prohibition district intoxicating liquors or alcohol, except for sacramental, scientific, or mechanical purposes, or for compounding or preparing medicine. Plaintiff sued out a writ of *habeas corpus,* which was quashed in the State Supreme Court. Plaintiff then brought this appeal. *Held,* that the judgment of the court below should be affirmed. *Crane* v. *Campbell,* 38 Sup. Ct. Rep. 98.

It was contended by the plaintiff in the instant case that the Idaho statute, in so far as it undertook to render criminal the mere possession of whiskey for personal use, conflicted with the "privileges and immunities" and "due process of law" clauses of the 14th Amendment to the U. S. Constitution. The court held that, since it had been decided that a State has the power absolutely to prohibit the manufacture, gift, purchase, sale, or transportation of intoxicating liquors within its borders, and the power to adopt the measures reasonably appropriate or needful to render the exercise of that power effectiv, it could not be said that, considering the notorious difficulties always attendant upon efforts to suppress the liquor traffic, the inhibition of the possession of liquor was so arbitrary and unreasonable, or so without proper relation to the legitimate legislative purpose, as to be an improper exercise of the police power of the state. *Bartemeyer* v. *Iowa,* 18 Wall. 129; *Beer Co.* v. *Mass.,* 97 U. S. 25; *Mugler* v. *Kansas,* 123 U. S. 623; *Crowley* v. *Christensen,* 137 U. S. 86; *Booth* v. *Illinois,* 184 U. S. 425; *New York ex rel.*